IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE JURISDICTION

WRIT PETITION NO. 6232 OF 2005.

Uddhav Kadam ... Petitioner.

V/s.

M/s B.O.C. India ... Respondents.

Shri S.M. Oak for the petitioner.

CORAM : V.C.DAGA, J.

DATED : 21.11.2005.

P.C. :

. Heard learned Counsel for the petitioner.

2. The ex-gratia payment was received by 121 workmen under the compromise arrived at in Writ Petition No. 856 of 2001 on 13.2.2003 between the petitioner-Union and the respondent-employer. Petitioner was and is a member of the said Union. He was a Vice President of the Union. In the compromise, the petitioner and similarly situated other 10 (Ten) workmen were, specifically, excluded in Para (b) of the consent terms arrived at between employer and the Union. Consent terms specifically, state that 11 named persons (which includes name of the present petitioner) were not eligible for the benefits of the said settlement i.e. to receive ex-gratia payment. Only 121 workmen were made eligible to receive such payment.

3. In the above view of the matter, it is, thus, clear that the petitioner and other similarly situated Ten employees were, specifically excluded from the benefits of the compromise.

4. Petitioner neither raised any objection nor did he take any action against the Union for this exclusion. Even today petitioner continues to be the member of the Union. As already said, at one point of time, petitioner was Vice-President of the Union.

5. After this settlement 121 workmen received benefits. Employer discharged his liability. Petitioner now turned around and set up claim for ex-gratia payment. Petitioner is not challenging compromise recorded by this Court in Writ Petition No. 856/2001. As a matter of fact, compromise is binding on the Union. Petitioner being a member of the Union, he will also be bound by the compromise order which is binding on the Uniion. In these circumstances, looking to the conduct of the petitioner and considering the findings recorded by the Industrial Court, no fault can be found with the view taken by the Industrial court. Reliance placed by the petitioner on section 18 of the Industrial Disputes Act is misplaced as petitioner had received all his legal terminal benefits. Ex-gratia payment

cannot be claimed as of right.

. No case is thus made out to interfere with the impugned order. Petition is, thus dismissed in limine with no order as to costs.

(V.C.DAGA,J.)